

2017 Kingfield Pleasant Community Garden Club Rules

Kingfield's Pleasant Community Garden is located at the northern end of 3754 Pleasant Avenue South and is operated collectively by its gardeners in collaboration with the Kingfield Neighborhood Association (KFNA), the Garden's Administrator and Garden Management Team, on land leased from the Center for Performing Arts (Property Owner or CFPA).

Our continued use of this land depends on maintaining good relationships with the Property Owner and the surrounding neighborhood. We must all respect the interests of our fellow gardeners and the community that we share our gardening space with. To promote this and to ensure that the needs of the Garden and the requirements of our lease, our insurance policy, and relevant Minneapolis city ordinances are met, the Kingfield Neighborhood Association requires all gardeners to agree to and abide by these rules.

DEFINITIONS

Common Area: Includes the non-exclusive use of the grassy areas and paths, parking lot (for refuse disposal not for parking), the exterior areas of the Property that are maintained by the Property Owner.

Common Garden: Includes the non-exclusive use of the land included in the Pleasant Community Garden Lease but outside of the Private Garden that is maintained by the Club members exclusive of grass.

Garden's Administrator: KFNA will serve as the Kingfield Community Garden's fiscal agent, lease-holder, and liaison to the Property Owner.

Garden Coordinator: A volunteer that agrees to act as the manager of the garden in exchange for a plot fee and will generally be provided with Plot #10. Tasks will include:

- Coordinating Pleasant Community Garden Work Days and Task Assignments.
- Coordinating communication to neighbors, as needed, for events.
- Communications to Personal Plot Holders in the Garden Club.
- Liaison to Garden's Administrator.
- Year-end inspection of Personal Plots, Common Areas, and Public Space Garden.
- Any other tasks that are mutually agreed on during the course of the season.

Garden Management Team: A group led by returning gardeners and comprised of new and returning garden volunteers that assist with the overall management and running of the Kingfield Pleasant Community Garden and Club.

Garden Club: The gardeners with personal plots and supporting gardeners each year at one site.

Personal Plot: An approximate 5'x7' growing space, leased to one person or family unit for one growing season. The Pleasant Community Garden reserves 20% of the personal plots for CFPA tenant applications received by the due date; the remaining personal plots are open to any Kingfield resident. Persons not in these preferred categories may apply for a personal plot but will be placed in a second round lottery, if one is necessary. All returning gardeners will have first rights to a plot (guaranteed return) that will be redistributed by lottery. Additional plots will be distributed by a lottery following a separate application process. If extra plots are still available, those who want an additional plot will be assigned to them by lottery; there is an additional fee of an equal price to the annual fee.

Private Garden: The shared working space and personal plots of the community garden.

Property Owner: The person who owns the land, in this case Jackie Hayes of the Center for Performing Arts.

RULES

Application and Fee: All interested gardeners must submit a completed, signed application and full fees prior to the deadline established by KFNA. The cost for a personal plot for returning gardeners is \$30, and \$40 for those gardeners new to Pleasant Community Garden. Applicants not selected will have their application fee returned. Applicants that are offered a plot but elect to not accept it, or that drop out for any reason after accepting a plot will not have their fee refunded.

Garden Organizing Meeting: Those selected will be **required to attend** (or send a representative to) a Garden Organizing Meeting. Non-attendance will be grounds for immediate forfeiture of a personal plot and it may be rented to another gardener.

Service Commitment: Each gardener is required to perform 1 hour per month minimum in service to the Common Garden and Communal Herb Garden, participate in 2 communal workdays, and in pre- and post-season cleanup. Gardeners are also required to assist with fund-raising events and community activities promoting the gardens including the annual Kingfield Garden Tour, the Minneapolis Community Garden Day, and other activities agreed on by the gardeners. Non-participation may be grounds for forfeiture of a personal plot and it may be rented to another gardener.

Contact Information: Make sure the Garden Coordinator always has your current address, a contact phone number, and e-mail address. This information will be posted in the storage shed.

Transferability: You may not transfer or sublet your plot. The Garden Management Team may, upon formal written request, choose to approve a partial-year leave of absence in case of an emergency. If approved, you must provide contact information for a substitute to maintain your plot and manage issues regarding your plot if this situation arises. In this situation you have the right to retain your garden plot for the following year. The person who took over maintenance of your plot has no rights to your plot or any other plot the following year.

Planting/Cleanup Deadlines: You may work your soil and start planting as soon as your plot is assigned to you. You **MUST** clean up and plant your plot by the **May 31** planting deadline, unless prior approval is received from the Garden Coordinator. Any plot not prepared and planted by that date is considered abandoned and will be reassigned immediately, with no refund provided. Remove dead plants and temporary structures by the **October 31** fall cleanup deadline (unless prior approval is received from the Garden Management Team) or you will not be allowed to return to the garden the following year. Any modifications to this schedule will be provided to all gardeners in advance of the deadlines.

Use of Chemicals: This is a pesticide and herbicide free garden. NEEM Oil and products with the primary active ingredient of NEEM Oil are the only approved products. Use of any chemicals other than approved ones is a violation of the lease and is grounds for immediate forfeiture of privileges and your plot with no refund. Additional products may be submitted to the Garden Coordinator for review and potential approval.

Permanent vs. Temporary Site Improvements: Permanent Site Improvements are those that are immovable due to weight or construction or by attachment to Property Owner's property including fencing, building, trees, and ground. Temporary Site Improvements are movable, lightweight, or seasonal structures. Permanent Site Improvements must be agreed upon by the Club members and presented to the Garden's Administrator, who will present the plan to the Garden Management Team and the Property Owner for approval or denial. Temporary Site Improvements can be installed at will, but if a concern is raised to the Garden Coordinator or Garden Management Team, the Club members will discuss the issue and determine a resolution.

Use of Common Areas: The Pleasant Garden will be open from 8 AM-9 PM every day. Common Areas and the Private Garden may be used by individual gardeners during these working hours. To hold a work or social event at the garden a request must be made to the Garden's Administrator who will submit a request to the Property Owner.

Parking: Parking is allowed on the street or in the parking lot of Lake Country School after 6 PM on school days or on weekends. Parking is not permitted in the Center for Performing Arts parking lot behind the

building except during the unloading of garden materials or supplies. Your car must be removed immediately upon completion.

Expected Conduct: To retain your gardening privileges and plot, you agree to:

- Act in a manner considerate of the rights, needs, and safety of other gardeners and the community at large and with courtesy toward others.
- Tend your plot regularly to control garden-variety weeds and provide an attractive, cared-for-appearance, keeping all plantings within your plot boundaries. In-plot compost bins are not allowed; compost facilities are provided and maintained by the Club members on site. If a plot is consistently or excessively weedy, untended, or filled with debris or contain weeds taller than 8" consequences of rule violations procedures will be initiated. Any plot with numerous weeds 2' or taller or that shows no obvious maintenance for 3 weeks will be presumed abandoned and is subject to **immediate forfeiture** without refund or notice.
- Maintain the path around your plot regularly. Paths must be kept free of rocks, weeds, and all obstacles, including encroaching or overhanging plants. Approved methods of maintaining public paths are (1) weeding, and (2) mulching with wood chips over landscape fabric. Carpeting, roofing materials, plastic, and other inorganic materials are prohibited.
- Keep your plot free of trees; in-plot trellises are not allowed. If an adjacent plot's gardener complains of excessive shading by anything on your plot, you must come to an agreement or remove it. If the concern is raised to the Garden Coordinator or Garden Management Team by either Gardener, the Club members will discuss the issue and determine a resolution.
- Any noxious weeds as defined by the United States Department of Agriculture (details found at <http://plants.usda.gov/java/noxious?rptType=State&statefips=27>) are not allowed to be planted. Planting of illegal materials is also forbidden.
- Pick and remove your ripe produce promptly to avoid encouraging theft. Overripe or diseased fruit can be removed by any gardener and disposed of properly. Please leave a message for the offending Personal Plot holder so they are aware of this action in their Personal Plot.
- Respect the property. Put compostable materials **only** in the designated area. **Never** dump debris or garden materials anywhere else on the property; waste (excluding organic matter and construction material) may be disposed of in the dumpster near the 38th Street alley entrance. Do not use motorized vehicles in the garden area.
- Respect the Garden's property and assets. Use equipment and tools owned in common responsibly and treat them with care. Return them to the shed promptly and store them neatly and securely for the safety and convenience of fellow gardeners.
- Do not enter others' plots except with permission or on garden business, nor allow pets or unsupervised children to do so.
- Keep dogs leashed and under your control at all times, and always clean up after them. Dogs are only allowed in the Common Garden and Common Area.

RULES VIOLATIONS

Rule Violation Procedures: The cooperation of **all** gardeners is needed to ensure that the Pleasant Community Garden runs smoothly and that we can maintain our obligations to our leaseholder and neighbors. If a Gardener or Visitor violates the Garden Rules, all Gardeners have the right to inform others of the agreed upon rules. If a violation is noted, the Garden Coordinator or Garden Management Team sends the primary plot holder a **first notice** by mail or e-mail, indicating the problem and the deadline for correction that is 10 days from the postmark date. If the problem is not corrected by the first-notice deadline, the Garden's Administrator issues a **second and final notice** by mail or e-mail. It restates the problem and indicates both the deadline for correction (10 days from its postmark date) and that the consequence of failing to correct the problem is **immediate plot forfeiture**.

Consequences of Rule Violations: You will be notified that you have forfeited your plot if you:

- Do not pay for or plant your plot on time.
- Use chemicals on the property.
- Abandon your plot.
- Transfer or sublet your plot without permission.
- Fail to remedy any violation by the deadline in a second notice
- Exhibit a pattern of behavior that shows disregard for the Garden's rules, such as chronic or repeated rule violations.